

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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THE CITY OF NEW YORK and THE PEOPLE OF THE  
STATE OF NEW YORK,

Plaintiffs,

Civ. No. 13-cv-9173 (ER)

-against-

Civ. No. 14-cv-8985 (ER)

FEDEX GROUND PACKAGE SYSTEM, INC.,

Defendants.

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THE CITY OF NEW YORK and THE PEOPLE OF THE  
STATE OF NEW YORK,

Plaintiffs,

Civ. No. 17-cv-5183 (ER)

-against-

FEDEX GROUND PACKAGE SYSTEM, INC., and  
FEDEX FREIGHT, INC.,

Defendants.

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**ORDER FOR DISMISSAL AND RETENTION OF JURISDICTION**

Plaintiffs the City of New York and the People of the State of New York, and defendant FedEx Ground Package System, Inc., the parties to *City of New York et al. v. FedEx Ground Package System, Inc.* Civ. Nos. 13-9173 and 14-cv-8985, together with defendant FedEx Freight, Inc., (collectively the “Parties”) in *City of New York et al. v. FedEx Ground Package System, Inc. et al.*, Civ. No. 17-cv-5183 (“Actions”), agree that these Actions have been settled and that all issues and controversies have been resolved to their mutual satisfaction pursuant to a settlement agreement (“Settlement Agreement”) executed on December 27, 2018. The Parties respectfully request the Court to retain jurisdiction to enforce the terms of their Settlement Agreement under

*Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 375 (1994) and Federal Rule of Civil Procedure 41(a)(2):

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. The Parties agree to comply with the terms of their Settlement Agreement entered into on December 27, 2018 and annexed to this Order as Exhibit A.

2. The Court shall retain jurisdiction to resolve any disputes under and enforce the terms of the Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994).

3. The term of the Settlement Agreement and this Court's retention of jurisdiction shall be two years from the execution of the Settlement Agreement. The Court may extend the term of the Settlement Agreement as set forth in paragraph 25 of the agreement.

4. Except as provided for in paragraph 2 above, the Actions are dismissed, with prejudice, and each party shall bear its own attorney's fees and costs.

**IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2019:**

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District Judge Edgardo Ramos